

RESOLUTION NO. 1137

BE IT RESOLVED By the City Council of the City of Lodi of San Joaquin County, California, that said city shall make and enter into a contract with WILLIAM S. REESE in the same words, figures and form as copy of the proposed contract hereunto annexed, marked "EXHIBIT A", and made a part hereof; and that, for and on behalf of said city, the Mayor of said city is authorized to sign the same and the city clerk is authorized to attest the same and affix the seal of said city thereto.

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The foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Lodi, San Joaquin County, California, at a regular meeting of said City Council duly and regularly held at the office and principal place of business of said City Council, to-wit, at the City Hall in said City of Lodi, on Wednesday the 15<sup>th</sup> day of July, 1942, at the hour of 8<sup>00</sup> o'clock P.M. of said day, by the following vote:

AYES: Councilmen COFFIELD, RIGGS, RINN, WEIHE & BULL (Mayor)

NOES: Councilmen NONE

ABSENT: Councilmen NONE

Dated: July 15<sup>th</sup> 1942.

\_\_\_\_\_  
Mayor and President of the City Council  
of said City of Lodi.

Attest: \_\_\_\_\_

R. S. Beamer  
City Clerk.

THIS CONTRACT, Made and entered Into this 15<sup>th</sup> day of July, 1942, by and between City of Lodi, a Municipal Corporation of San Joaquin County, California, party of the first part, and William S. Reese of 739 Bouth Central Avenue, Lodi, California, party of the second part;

W I T N E S S E T H:

That beginning with July 1st, 1942, and for a period to be terminated in the manner hereinafter provided for, the party of the second part agrees that he will, as an independent contractor, to th extent and in the manner hereinafter provided, remove, and keep removed, the "screenings" from first party's sewage disposal plant, now in operation.

Second party agrees to furnish, have and leave at all times during the term hereof, and except as hereinafter provided, a trailer or truck, to be owned by second party, in a proper loading position at said plant and properly equipped to receive and hold the said "screenings"; it being understood and agreed that so aond party, as an independent contractor, shall only be responsible to the city for the accomplishment of the work to be done, but that he shall at all times keep the said truck or trailer in proper working condition for the above purpose, and that said truck or trailer shall not be away from said loading position at said plant for more than 24 hours at any one time and that the same shall be moved, "screenings" dumped and truck or trailer returned at least twice each week.

Second party agrees to hold first party free and clear of and from any and all loss or liability which may be caused by or grow out of the contract so agreed to be performed by second party.

It la understood and agreed that either party hereto may terminate this contract by giving to the other party notice in writing of such termination, at least sixty days prior to the time ouch termination shall take effect; such notice, if given by first party, to be sufficient if and when mailed to / <sup>second party</sup> at the above

address with postage fully prepaid, and if given by second party, to be delivered to first party's City Clerk.

Second party shall not have the right to assign this contract except after giving to first party 30 days written notice of his intention so to do such notice to be given in same manner as above provided.

In consideration of the premises, the party of the first part agrees to pay to the party of the second part the sum of Twenty (\$20.00) Dollars per month, same to be paid on or before the tenth day of each month succeeding that for which the Twenty Dollars is to be paid; it being understood and agreed that all "screenings" removed from the said plant by second party shall belong to him; but that second party shall not dispose of the same in such a way as to cause any nuisance or damage.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

CITY OF LODI, a Municipal Corporation,

By \_\_\_\_\_  
Mayor of said City or Lodi

Attest: \_\_\_\_\_ City Clerk

\_\_\_\_\_  
(William S. Reese) Second Party.